

## AGREEMENT

between

The Ewing Township Board of Education

and

EWING TOWNSHIP BUS DRIVERS' ASSOCIATION

X July 1, 1985 - June 30, 1987

## 4.1 (ccntd.)

- a. One (1) day per month of employment for sick leave. Unused sick leave shall be accumulative from year to year.
- b. Personal leave policy shall cover brief absences not chargeable to sick leave. It provides during the first year of employment up to one (1) day for every three (3) months of employment (a total of three (3) days during any one school year) at full pay. After completing one (1) year of employment it provides for up to three (3) days leave at full pay during any one school year. (In either case, no unused days shall be accumulated.) Personal leave may be taken in a minimum segment of one-half ( $\frac{1}{2}$ ) days and may be used for any of the following reasons:
  - I. Illness in the immediate family. Immediate family shall be considered: father, mother, brother, sister, spouse, child, or any member of the immediate household.
  - II. Death of a relative or close friend.
  - III. Recognition of religious holidays.
  - IV. To attend wedding of: father, mother, brother, sister, child, nephew, niece, uncle or aunt.
  - V. Court subpoena.
  - VI. Personal business which cannot be handled outside of scheduled working hours.
  - VII. Any other emergency or urgent reason not included in (I through VI) above), if approved by the Superintendent of Schools.
- c. All requests for personal leave shall be submitted in writing on the proper form (in advance when possible) recommended by the immediate supervisor, approved by the Superintendent. Only in an emergency may a request be made verbally. However, a written request must be filed within one (1) week.
- d. Three (3) additional days with pay shall be granted for death in the immediate family which shall consist of: spouse, children, brother, sister, father, mother, in-laws, or any member of the immediate household.

5. OVERTIME

- 5.1 One and one-half ( $1\frac{1}{2}$ ) times the employee's regular hourly rate of pay shall be paid for all work performed in excess of forty (40) hours in any one week.
- 5.2 Double time shall be paid for: (a) all work performed on Sundays, (b) all work performed on holidays as listed annually by the Employer.

7.1 Step 4 (contd)

calendar days after the reply was given at the third step in writing. Binding arbitration only on a grievance based upon an allegation that there has been a violation of the expressed terms of this Agreement. However, the following are not subject to arbitration:

- a. Any matter for which a method of review is prescribed by law.
- b. Any rule or regulation of the Commissioner of Education.
- c. Any matter which according to law is beyond the scope of Board authority or limited to unilateral action of the Board alone.
- d. A complaint of an employee which arises by his/her reason of not being reemployed.
- e. A complaint by any personnel occasioned by appointment to or lack of appointment to, retention in, or lack of retention in, any position for which tenure is either not possible or not required.

If the Association wishes to proceed to arbitration, it shall so inform the Board within fifteen (15) calendar days after receipt of the Board's decision.

A request for arbitration shall be submitted either individually or jointly to the Public Employment Relations Commission and the arbitration conducted pursuant to Chapter 12, Sub Chapter 3, of the Rules and Regulations of the Public Employment Commission effective December 13, 1974.

The arbitrator shall limit himself/herself to the Articles of this Agreement and his/her decision shall be binding. The parties shall meet within ten (10) calendar days to review the Arbitrator's decision. The cost of arbitration shall be divided equally between the parties.

The individual employee is assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. All employees including the grievant shall be required to continue under the direction of the superintendent and administrator regardless of the pendency of any grievance until such grievance is properly determined.

8. GENERAL PROVISIONS

- 8.1 Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree to immediately attempt to negotiate a legal substitute for the invalidated portion.
- 8.2 Bus drivers shall be paid every two (2) weeks.
- 8.3 The Employer will pay required fees for obtaining a school bus driver's license and all succeeding renewal fees while employed by the Ewing Township Board of Education. Employees with one (1) year or more of service shall receive a reimbursement for fees immediately upon presenting properly

## 8.8 (contd.)

- c. The Transportation Supervisor, during the course of the school year, may change assignments as needed.
- 8.9 Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

9. ASSOCIATION SECURITY

- 9.1 The Employer agrees to deduct the Association monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the employer by the Treasurer of the Association and the aggregate deductions of all employees shall be remitted to the Ewing Bus Drivers' Association, together with a list of names of all employees for whom the deductions were made by the 10th day of the succeeding month after such deductions are made.
- 9.2 The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee any sum of money as an Association dues.

10. TERMINATION

- 10.1 This Agreement shall be effective as of the 1st day of July, 1985 and shall remain in full force and effect until the 30th day of June, 1987. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations. The contents of this document shall constitute the full agreement between the parties.

3.

HOLIDAYS

BUS DRIVERS  
1985-86

September 2	Labor Day
November 11	Veterans' Day
November 28	Thanksgiving Recess
November 29	Thanksgiving Recess
December 25	Christmas Recess
January 1	New Year's Day
January 20	Martin Luther King,Jr.'s Birthday
February 14	Lincoln's Birthday
February 17	Prsesidents' Birthday
March 28	Good Friday
May 26	Memorial Day